

MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
By: PIERRE G. ARMAND (PA-3434)
Assistant United States Attorney
86 Chambers Street, 5th Floor
New York, New York 10007
Telephone: (212) 637-2724
Facsimile: (212) 637-2730

THE BOYD LAW GROUP, PLLC
Attorneys for Plaintiff
By: PATRICK J. BOYD (PB-0921)
230 Park Avenue, Suite 1000
New York, New York 10169
Telephone: (212) 808-3054
Facsimile: (212) 808-3020

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
MARK PILYAVSKY,

Plaintiff,

v.

UNITED STATES DEPARTMENT OF
JUSTICE, FEDERAL BUREAU OF
INVESTIGATION, ALBERTO GONZALES, in
his official capacity as Attorney General, and
ROBERT S. MUELLER III, in his official
capacity as Director of the Federal Bureau of
Investigation,

Defendants.
----- X

ECF CASE

05 Civ. 2920 (DC)

STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL

IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff Mark

Pilyavsky ("Plaintiff") and defendants the United States Department of Justice, the Federal
Bureau of Investigation ("FBI"), Attorney General Alberto Gonzales, and FBI Director Robert S.
Mueller III (collectively, the "Defendants"), as follows:

1. The parties agree to settle and compromise this action on the terms indicated below.
2. This action is hereby dismissed with prejudice and without costs or disbursements or fees as against any party, other than as set forth herein.
3. In consideration of the promises made by Plaintiff herein, Defendants will pay Plaintiff the sum of \$7,500.00 (Seven Thousand Five Hundred Dollars) (the "Settlement Amount"), inclusive of all attorney's fees, in full and final settlement and satisfaction of the action. Payment shall be made within a reasonable time after the entry of this stipulation and order by check payable to the Boyd Law Group, PLLC as attorney for Plaintiff.
4. Within 60 days of the entry of this stipulation and order, Defendants will issue to Plaintiff a letter on FBI letterhead stating as follows: "This letter serves as verification that Mr. Mark Pilyavsky provided service to the FBI as a Contract Linguist from March 2001 to October 2004. During that time period, Mr. Pilyavsky's supervisors reported positively that he was punctual, hard-working, and earnest. I trust that this information will prove useful to you. If you have any questions, don't hesitate to contact me at (202) 436-7915. Sincerely, Joseph E. Pilkus III, Acting Program Manager, CLAMP, Language Resource and Planning Unit."
5. Plaintiff agrees that acceptance of the Settlement Amount is in full settlement of any and all claims Plaintiff has or may hereafter acquire against Defendants or any department, agency, agent, officer, or employee of the United States of America, including, but not limited to, the United States Department of Justice, the Federal Bureau of Investigation, and their officers, agents, and employees, on account of the incidents or circumstances giving rise to this action. Plaintiff further agrees to release Defendants and all departments, agencies, agents,

officers, and employees of the United States of America, including, but not limited to the United States Department of Justice, the Federal Bureau of Investigation, and their officers, agents, and employees, from any and all claims arising directly or indirectly from the subject matter of this action, upon compliance with the terms of this stipulation and order.

6. This stipulation and order shall not constitute an admission of liability or fault on the part of any party hereto or any official, employee, or agent of any party hereto.

7. Plaintiff will indemnify and hold harmless Defendants, the United States of America, the United States Department of Justice, the Federal Bureau of Investigation, and their departments, agencies, officers, agents, and employees, from any and all claims arising from the assignment of claims or liens upon the Settlement Amount, and this stipulation and order shall constitute a written agreement to that effect.

8. Payment of the Settlement Amount shall be made by Defendants to Plaintiff through his attorneys, the Boyd Law Group, PLLC as attorney for Plaintiff, only after execution by the parties and entry by the Court of this stipulation and order.

9. Settlement of this action is without costs or interest and is inclusive of any claim for attorneys' fees in accordance with 42 U.S.C. § 2000e-5(k).

10. Plaintiff understands that taxes will not be withheld from the Settlement Amount. Plaintiff represents and warrants that he shall assume all responsibility for, and shall protect, indemnify, defend, and hold Defendants harmless from and against, any and all claims, losses, damages, liability, suits, actions, judgments, costs, penalties, and expense resulting from any liability or claim of liability for any amounts assessed by or due to any federal, state, or local government or agency thereof, including, but not limited to, federal, state, and local taxes owed

in connection with the payment to him.

11. The parties understand and agree that this stipulation and order contains the entire agreement between them, and that no statements, representations, promises, agreements, or negotiations, oral or otherwise, between the parties or their counsel that are not included herein shall be of any force or effect.

12. Counsel for the parties each represent that they have been duly authorized by their respective clients to enter into this stipulation and order on their behalf and that this stipulation and order is legally binding on their respective clients.

13. This stipulation and order and the releases contained herein shall be governed by, interpreted under, and construed in accordance with federal law in this jurisdiction.

14. This stipulation and order shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. This stipulation and order may be executed in one or more counterparts, each of which shall be deemed to be one and the same stipulation and order.

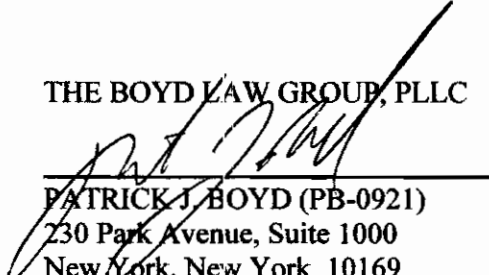
Dated: New York, New York
March 8, 2007


MARK PILYAVSKY

Dated: New York, New York
March 8, 2007

By:

THE BOYD LAW GROUP, PLLC


PATRICK J. BOYD (PB-0921)
230 Park Avenue, Suite 1000
New York, New York 10169
Tel.: (212) 808-3054
Fax: (212) 808-3020
Attorneys for Plaintiff

Dated: New York, New York
March 13, 2007

MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
Attorney for Defendants

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Assistant United States Attorney
86 Chambers Street, 5th Floor
New York, New York 10007
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SO ORDERED:



HON. DENNY CHIN
UNITED STATES DISTRICT JUDGE

3/15/07